THE HON'BLE SRI JUSTICE L.NARASIMHA REDDY

W.P.No.14317 of 2007

Date:16.07.2007

Between:

V.T.D.Tribal Labour Contract Cooperative Society Limited.

.. PETITIONER

AND

The Chief Engineer and others.

..RESPONDENTS

ORDER:

The petitioner is a Tribal Labour Contract Cooperative Society Limited. The Kothagudem Thermal Power Station (K.T.P.S.) used to entrust the clearing of existing drains and light jungle in the plant and stores area to various agencies. A policy decision was taken to entrust 80% of such work to the societies formed by the persons belonging to tribals and 20% to other experienced agencies. The petitioner was entrusted with such a work *vide* Articles of Agreement assigned on 24.05.2007 for the period up to 31.03.2008. This writ petition is filed alleging that having entrusted with the works referred to above, the respondents are not permitting the members of the petitioner-society to discharge their functions. It is also complained that the gate passes are not being issued to the members.

The learned counsel for the petitioner submits that on account of the interference as well as non-entrustment of work by the respondents, the very purpose of awarding the contract is defeated.

The learned standing counsel for the respondents, on instructions, submits that the work covered by the Articles of Agreement is such that, it needs to be executed as and when necessity arises and no portion of such work was entrusted to any other agency. He further submits that the complaints of mismanagement were received from the members of the society and the present writ petition is filed only with a view to avoid the action into such complaints.

A perusal of the Articles of Agreement, dated 24.05.2007, discloses that the petitioner was entrusted with the work of clearing of all the existing drains and light jungle at various locations of coal plant and stores area up to 31.03.2008. Nowhere in the affidavit, the petitioner had complained that the work of the said description was entrusted to any other agency. Further, the work is of such a nature that it needs to be carried out, only when necessity arises. For instance, the clearing of existing drains becomes necessary, if any blocks are noticed. If the drain is otherwise in a fit condition, the question of carrying out the work does not arise. The purport of the Articles of Agreement is that as and when the necessity arises to undertake the work, within the period stipulated in it, the petitioner alone must be entrusted with the same.

Therefore, the writ petition is disposed of, directing that the petitioner alone be entrusted with the work up to the contracted period, as and when necessity arises to undertake the work. There shall be no order as to costs.

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16.07.2007

kdl